

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 * * *

4 KIM BIRON, an individual,
5 Plaintiff,

Case No. 2:19-CV-01695-RFB-EJY

6 v.

ORDER

7 WYNDHAM VACATION OWNERSHIP,
8 INC., doing business as a foreign corporation,
9 Defendants.

10 Before the Court is Defendant's Motion to Strike Jury Demand (ECF No. 12) filed on
11 December 26, 2019. No response to this Motion has been filed.

12 Jury trial waivers are upheld as valid if knowing and voluntary. *Hall v. Wyndham Vacation*
13 *Ownership, Inc.*, Case No. 11-cv-01515-PMP-VCF, 2011 U.S. Dist. LEXIS 141042, at *1 (D. Nev.
14 Dec. 7, 2011) (enforcing same language at issue here); *Lowe Enter. Residential Partners, L.P. v.*
15 *Eighth Judicial Dist.*, 40 P.3d 405, 410 (Nev. 2002); *Phoenix Leasing Inc. v. Sure Broadcasting,*
16 *Inc.*, 843 F. Supp. 1379, 1384 (D. Nev. 1994). Here, in the absence of opposition, Plaintiff concedes
17 that she voluntarily and knowingly waived her right to a jury trial when she agreed to the language
18 that included this waiver upon applying for a position with Defendant. ECF No. 12 at 4. Plaintiff
19 does not contest that the clause containing the jury trial waiver was clear and conspicuous, that there
20 was no gross disparity in bargaining power or that she was savvy enough to understand the terms of
21 the waiver to which she agreed. *See Phoenix Leasing*, 843 F. Supp. at 1384 for elements applied to
22 review of jury trial waivers.

23 Accordingly, and in compliance with U.S. District Court for the District of Nevada Local
24 Rule 7-2(d), the Court GRANTS Defendant's Motion to Strike Jury Demand (ECF No. 12).

25 DATED: January 24, 2020

26 
27 ELAYNA J. YOUCHAK
28 UNITED STATES MAGISTRATE JUDGE